



PLAYLAND FARM LLC, Glenda Player, Manager
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Stallion Service Contract

This Equine Breeding Agreement (the “Agreement”), is entered into as of _____ by and between Playland Farm, LLC –“Stallion Owner” and the breeder indentified below hereinafter known as “the Breeder” (recorded owner of mare) for the purpose of breeding to the Stallion identified below (the “Stallion”) to the breeder’s mare identified below (the “Mare”), with the goal of producing one Live Foal, defined as a foal that stands, nurses, and survives the first 48 hours after birth. If mare is leased, a copy of lease agreement is required.

This document verifies that Playland Farm LLC agrees to furnish transported, cooled, semen to breed to the mare:

1. Breeder Information:

Breeder’s Name:	
Address:	
Phone:	
E-mail:	

2. Stallion Information:

Stallion Name:	PL Diamond Hill
Registration #:	MPO0401436
Breed Registration:	Irish Draught Society of North America

- (a) The Mare Owner shall have no right, title or interest in the Stallion except for the breeding rights expressly set forth in the Agreement. All breeding under this agreement is to be artificial insemination with fresh cooled semen from the Stallion.
- (b) The breeding season for the Stallion via cooled semen is March – August of _____.
- (c) In the event that the Stallion should be unavailable for breeding by cooled semen due to illness, injury, infertility, death, sale, or for any reason the Breeder may request a full refund.

3. Mare Information (the “Mare”):

Mare’s Registered Name:			
Mare’s Barn Name:			
Will this be an Embryo Transfer Breeding?			
Age:		Height:	
Breed:		Registration #:	

A copy of your Mare’s registration papers must be attached.

Registries mare is approved for breeding with:	
Preferred registry of your foal:	
Planned month of breeding:	
Mare’s breeding status:	<input type="checkbox"/> Maiden <input type="checkbox"/> Foaled/Foaling <input type="checkbox"/> Open <input type="checkbox"/> Barren
Mare’s Breeding History – Years Bred:	
Foals Produced:	
Any Health Concerns:	

- (a) A Breeding Soundness Exam prior to breeding, including a uterine culture and cytology, is recommended for all mares. We expect you to follow your veterinarian’s recommendations. If a mare fails to settle after two breeding cycles, the Breeder will be required to submit culture and cytology results to Playland Farm prior to any additional shipments of semen.
- (b) The Breeder may substitute a new mare that is owned or leased by the Breeder if the above Mare is no longer suitable for breeding. Complete information on the new mare must be supplied to Playland Farm prior to requesting semen and Playland must approve of and consent to the substitution. The substitution of a replacement Mare does not extend the original terms for the Agreement.

4. Embryo Transfers. (a) Playland Farm must be notified at the execution of this Agreement if the Breeder intends to use Embryo Transfer as a means of producing a foal from this breeding. The Mare bred to the Stallion as defined in the Agreement is the “Donor Mare.” The surrogate mare that carries the foal after transfer of the embryo is referred to as the “Recipient Mare.” It is the responsibility of the Breeder to arrange for the Recipient Mare of Mares and the Breeder bears all costs, responsibility, and risk associated with them.

5. Fees.

Breeding Fee: \$1000 (includes \$250 booking fee)

Available Discounts:

10% Multiple Mare Discount (must be booked at the same time)

10% Return Breeder Discount

10% Early Booking discount (prior to December 31st)

Total Breeding Fee Due:

Breeding Fee minus any discounts for which the Breeder is eligible.

- (a) Payment of Fees. The Booking Fee is (\$250) is due upon execution of this Agreement. The remaining Service Fee can be paid at the same time as the Booking Fee or any time prior to the first shipment of semen.
- (b) Collection and Shipping Fees. Collection and shipment of semen is performed by Playland Farm. The collection of semen and shipping expenses (which together comprise the “Distribution Fees”) are payable to Playland Farm. The Distribution Fees will be charged to the Mare Owner’s credit card prior to each semen shipment. The Distribution Fees are set forth below:
 - Collection Fee: \$150
 - FedEx and Airlines at cost
 - Disposable semen shipping boxes \$35

Credit Card Required: Playland Farm asks that the Breeder provide a valid credit card so that Playland Farm may charge your account for the Distribution Fees the same day the semen is shipped. Other fees may be charged directly to the credit card at the Breeder’s request. If the Breeder is uncomfortable with this, a deposit of \$300 can be sent to Playland Farm prior to ordering semen. The unused balance will be returned to the Breeder after the breeding season. If collection and shipping costs exceed the deposit, a further deposit will be required before more semen will be shipped. The Breeder’s signature below is authorization for Playland Farm to charge the credit card for Distribution Fees, as well as for the amount of any returned check plus relevant bank fees.

Payment: The Breeding Fee may be paid by check, MasterCard, or Visa. Shipping expenses must be paid via \$300 deposit or credit card.

Visa or MasterCard.

Expiration Date:	
Verification ID #	
Name of Cardholder:	
Billing Address for Cardholder:	
Signature of Cardholder:	

Please initial your selection:

_____ I am enclosing payment for my Breeding Fee by check.

OR

_____ Charge my Booking & Distribution Fees to my credit card at this time.

OR

_____ Charge to my credit card the Booking Fee now and the remaining Service Fee prior to the first Shipment of semen.

6. Semen Shipment and Administration. (a) Upon payment of the Breeding Fee the Breeder is entitled to shipments of semen from the Stallion during Playland Farm's _____ breeding season until the Mare conceives and sustains a pregnancy. Should the Mare fail to produce a Live Foal as a result of breeding during the _____ season, the Breeder may receive shipments from the Stallion during the following breeding season pursuant the terms of the Right of Return set out in Section 9, below.
- (a) Requests for semen must be made by 9PM Eastern Time via telephone the day preceding the requested semen shipment. Shipments requested the same day as shipping will be accommodated if possible but sometimes the semen has already been shipped for the day. Please inform your vet of this time deadline so he/she can schedule examinations accordingly. Semen is available Sunday through Friday (no Saturday collections). You must contact Playland Farm for semen!

Shipment Destination Information

Attention:			
Address:			
Special Delivery Instructions:			
Phone – Home:		Cell:	
Work:		Fax:	
E-mail:			
Preferred Airport for Shipping if Same-Day Shipment Needed:			

7. Pregnancy Checks. The Mare owner agrees to submit to Playland Farm confirmation of the mare's pregnancy at 14-16 days post-ovulation and at 55-60 days post ovulation. Playland Farm recommends additional pregnancy checks at 28 days post-ovulation and between 35-40 days post-ovulation.
8. Breeding Certificate. Upon written confirmation of pregnancy at 60 days, Playland Farm will issue a Breeding Certificate for the appropriate breed registry.
9. Right of Return. The Breeder may breed the Mare under this Agreement during a second consecutive season under the following conditions:
- (a) A signed notice is received by Playland Farm from a licensed veterinarian who examines the mares no later than between 40 and 50 days after the last day bred certifying that the mare has not become pregnant during the first breeding season; or
- (b) The Mare fails to produce a Live Foal, Playland Farm is verbally notified within 72 hours of the foal's death, miscarriage or discovery of reabsorption, and such verbal notification is followed within 10 (ten) days by a signed written statement from a licensed veterinarian stating the details of the loss of the pregnancy or foal. If such notification is not received within the period required, the Right of Return provided herein becomes null and void. Distribution Fees for the return season will be at the rates in effect during that subsequent season.

(c) In the case of Embryo Transfers, the Right of Return shall apply only if there is no Live Foal produced from any implanted embryos. Loss of additional foals from multiple embryos does not entitle the Breeder to the Right of Return if there is at least one Live Foal produced under the Agreement.

10. Terms and Termination. This Agreement shall continue until both parties have met their obligations hereunder. The later for Playland to provide semen for breeding under this Agreement is August 29th, _____.

11. Assumption of Risk, Waiver of claims, indemnification. The Breeder assumes all responsibility for the care, custody, control and condition of the Mare throughout the breeding, pregnancy, foaling and suckling to the Mare and to any resulting foal, whether by death, disease, injury, infection or otherwise. The Breeder acknowledges that breeding provides heightened physical risk to a mare and agrees to waive any claims against, indemnify, release and hold harmless Playland Farm, and all employees from any and all claims, demands, damages, actions, suits, attorney's fees and costs, obligations or liabilities of any kind that are in any way related to the Mare or to the breeding or insemination of the Mare.

12. General Terms. Playland Farm's waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to ongoing waiver of the same term of this Agreement, and will not impair Playland Farm's future right to enforce its rights hereunder. The Breeder may not assign this Agreement or any interest in this Agreement without the prior written consent of Playland Farm. This Agreement constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties, or agreements, oral or written. This Agreement may not be changes, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the state of Maryland without regard to conflict of law principles, and the courts of the State of Maryland shall have exclusive jurisdiction over any disputes arising hereunder, except that the parties agree first to try to settle any disputes arising hereunder through mediation using a neutral mediator familiar with both the applicable law and the customs and practices of the sport horse breeding industry.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have entered this Agreement on the date first written above.

Playland Farm, LLC

BREEDER

By: _____
Its Farm Manager, as duly authorized

By: _____